

INVOICE

Surveyors Title of Osceola County

202 W. Upton Ave.
Reed City, MI 49677
O: (231) 832-3458; F: (231) 832-5077
Email: dedicated@surveyorstitle.com

Invoice Date: 02/24/2017

Invoice No: 3227

**Mike Vogas
, MI**

Remit To:

Surveyors Title of Osceola County
202 W. Upton Ave.
Reed City, MI 49677
O: (231) 832-3458; F: (231) 832-5077
Email: dedicated@surveyorstitle.com

File #: 703554

Title Unit: Surveyors Title of Osceola County

Item Code	Description	Amount
TS	Title Search Fee	\$75.00
TOTAL		\$75.00

Thank You for Your Business

Property: Property Address
00 Negaunee Ewart, Michigan 49631

Lake County Title & Escrow

A Dedicated Title Insurance Agency

BALDWIN OFFICE

830 N. Michigan Ave-PO Box 115

Baldwin, Michigan 49304

Phone (231) 745-3432

Fax (231) 745 -7660

dedicated@lakecotitle.com



Surveyors Title of Osceola County

A Dedicated Title Insurance Agency

REED CITY OFFICE

202 W. Upton Ave.

Reed City, Michigan 49677

Phone (231) 832-3458

Fax (231) 832-5077

dedicated@surveyorstitle.com



February 24, 2017

Mike Voss, President
Negaunee Lake Association
via Email: mike@benchmarkproductions.net

Dear Mr. Voss:

Pursuant to your request, we have conducted a search of the records in the office of the Register of Deeds in Osceola County to obtain copies of Restrictions and Covenants affecting all lots (no individual lots were searched for these items) located in Negaunee Lake Subdivision No. 1, Negaunee Lake Subdivision No. 2, Negaunee Lake Subdivision No. 3, and Negaunee Lake Subdivision No. 4; we have found the following:

- Restrictions and Agreements recorded in Liber 226, page 132
- Right of Way recorded in Liber 227, page 582
- Right of Way recorded in Liber 227, page 584
- Building and Use Restrictions recorded in Liber 258, page 34
- Restrictions and Agreements recorded in Liber 304, page 111
- Right of way/easement recorded in Liber 333, page 481
- Easement recorded in Liber 398, page 380
- Partial Release of Restrictions recorded in Liber 641, page 604
- Restrictions and Agreements recorded in Liber 723, page 566
- Judgment Granting Easement recorded in Liber 908, page 812

The Register's office was certified through February 21, 2017. Any documents recorded after this time are not shown, if any.

This search was to obtain the above information only. No search for liens, ownership, oil, gas, or minerals was made. Under this search, the Company is not an insure of title nor does it guarantee the title or any evidence of title thereto. In consideration of the fact that the above information is to be used for informational purposes only and not relied upon as evidence of title, it is furnished at a reduced rate and this Company's liability is limited to the amount paid for this information.

Should you have any questions, please do not hesitate to contact our office at (231) 832-3458.

Thank you for your business,

Sarah Mitchell
Examiner

Part of E½ Section 35 and N.W.¼ S.W.¼ Section 36, T17N, R8W, Evert Township, Osceola County, Michigan.



43695

PART OF THE NORTHEAST ONE-QUARTER OF SECTION 35,
T 17 N., R 8 W., EVART TOWNSHIP, OSCEOLA
COUNTY, MICHIGAN.

N 3° 54' W. 770.49

[illegible]

CERTIFICATE OF ETHICAL APPROVAL

Robert Zoller, Jr., Clerk

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY ROAD COMMISSIONERS

This plot has been examined and was approved on the 13 day of March 1968 by the Osceola County Board of Road Commissioners.

Grade Boys	Chairman	Member
	John Smith	Y.O. Lindell

GRAND JURY OF EFFORTS BY COUNTY BOARD

This plot was acquired on the 13th day of September 1902 by the Osceola County Plat Board

Hubb. & Morse

Charm Kenna

Mabel Davis

Mabel Davis, Treasurer

JOHN E. J. E. KATHEN
RELATING TO TALKS

Office of County Treasurer
Owens County, Michigan

A survey recently taken has not listed or signs held by the States on the lands described herein, and that there are no tax liens or titles held by individuals on said lands for the five years preceding the day of 1-1-1966, and that the taxes for said period of five years are paid, as shown by the records of said office. This certificate does not apply to taxes, if any, now in the process of collection by township, city or village collecting officers.

STORY OF A COUNTRY

Nebo, Niles, Treasures

September 17, 1962
September 25, 1962
September 17, 1962

I barely mention that the plot between Salinas and the parliament was a complete conspiracy of lies and was then said that the diameter was 56 inches in length, crossed in a concrete cylinder at least four inches in diameter and 36 inches in length, which has been placed at police station two (a) as evidence against it all applies in the boundaries of the land divided, at all the interposition of streets and at the interposition of streets with the boundaries of the plot, as shown on said plot.

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DECLARATION

[illegible]

સંકલનકર્તા

Richard D. Smith

23. And the

Abode E. McLaughlin

1000

Elmer K. Malschman, Attorney-in-Chief

City of Oklahoma
County of Oklahoma
On this 14th day of September, 1932, before me a Notary Public in and for said county, personally appeared the above named Russell J. MacArthur and Rhoda B. MacArthur, his wife, and Elmer B. MacArthur, attorney-at-law for Elmer B. MacArthur and jointly and severally, his wife, and jointly and severally, his wife, doing business as MacArthur Bros. Firm, known to me to be the same persons who executed the above collection and acknowledgment and to be the said true and legal owner of the same.

My Commission expires Aug. 29, 1953

DESCRIPTION OF LAND PLANT

R. R. WHITEHEAD
Notary Public, Osceola County, Michigan

The land embraced the eastern part of "MEADOWS LAKE ELEVATIONS No. 8," Part of the Northeast one-quarter of Section 30 - 17 N., R. 6 W., T. 9 S., Grant Township, Osceola County, Michigan; as described as follows: Beginning northwesterly corner, Sec. 30, 17 N., R. 6 W., T. 9 S., 135.50 feet; S 110° 43' W., 796.17 ft., to 100.00 foot end of S 10° 14' W., 514.0 foot from the East one-quarter corner of Section 31, 17 N., R. 6 W., T. 9 S., East Township, Osceola County, Michigan thence N 30° 50' W., 770.45 feet; thence, S 60° 06' W., 160.88 feet; thence, S 10° 04' W., 121.09 feet; thence, S 69° 04' W., 99.94 feet; thence, S 60° 06' W., 160.88 feet; thence, S 10° 04' W., 121.09 feet; thence, S 10° 14' W., 306' W., 135.50 feet; thence, S 10° 14' W., 270.61 feet, back to the place of beginning.

Containing 13 numbered lots.

Registered Surveyor No. 9435

PAUL H LAPHAM, REGISTERED SURVEYOR NO 9433, Clare, Michigan

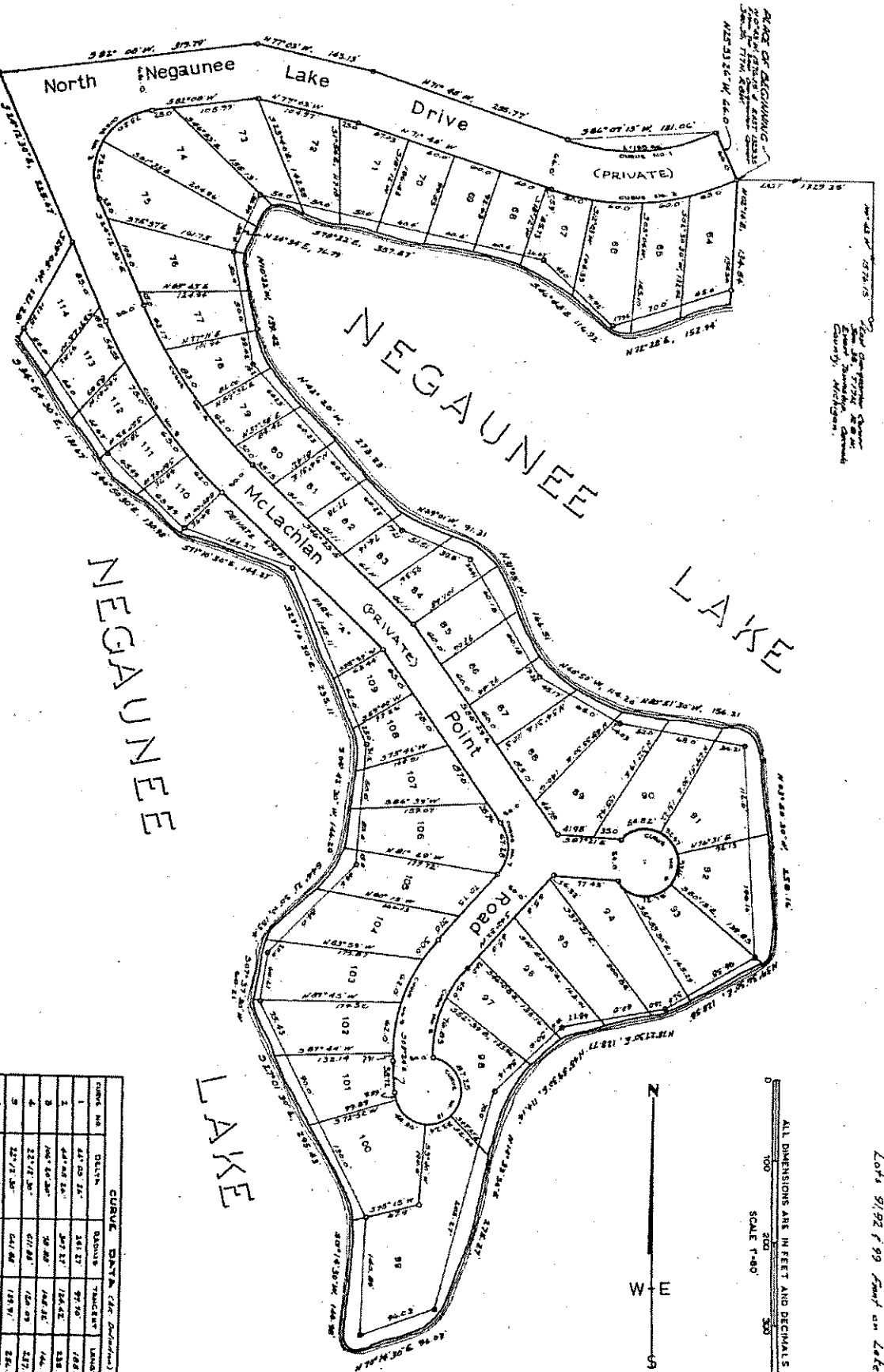
NEGAUNEE LAKE SUBDIVISION NO. 3

46943

PART OF THE NORTHEAST ONE-QUARTER OF SECTION 35,
T17N, R8W, EVART TOWNSHIP, OSCEOLA COUNTY, MICHIGAN.

All lots extended to center edge
Lots 91, 92 & 99 front on Lake

Not a part of the
Evart Township, Osceola
County, Michigan.



NEGAUNEE LAKE

LAKE

PLAT NO.	DATE	OWNER	THICKET	LAND
1	11-10-12	341 27	97 70	108 74
2	11-10-12	207 27	124 42	138 100
3	11-10-12	108 20	108 20	146 40
4	11-10-12	107 08	126 09	137 17
5	11-10-12	104 04	135 71	134 00
6	11-10-12	104 04	135 71	134 00
7	11-10-12	104 04	135 71	134 00
8	11-10-12	104 04	135 71	134 00
9	11-10-12	104 04	135 71	134 00
10	11-10-12	104 04	135 71	134 00

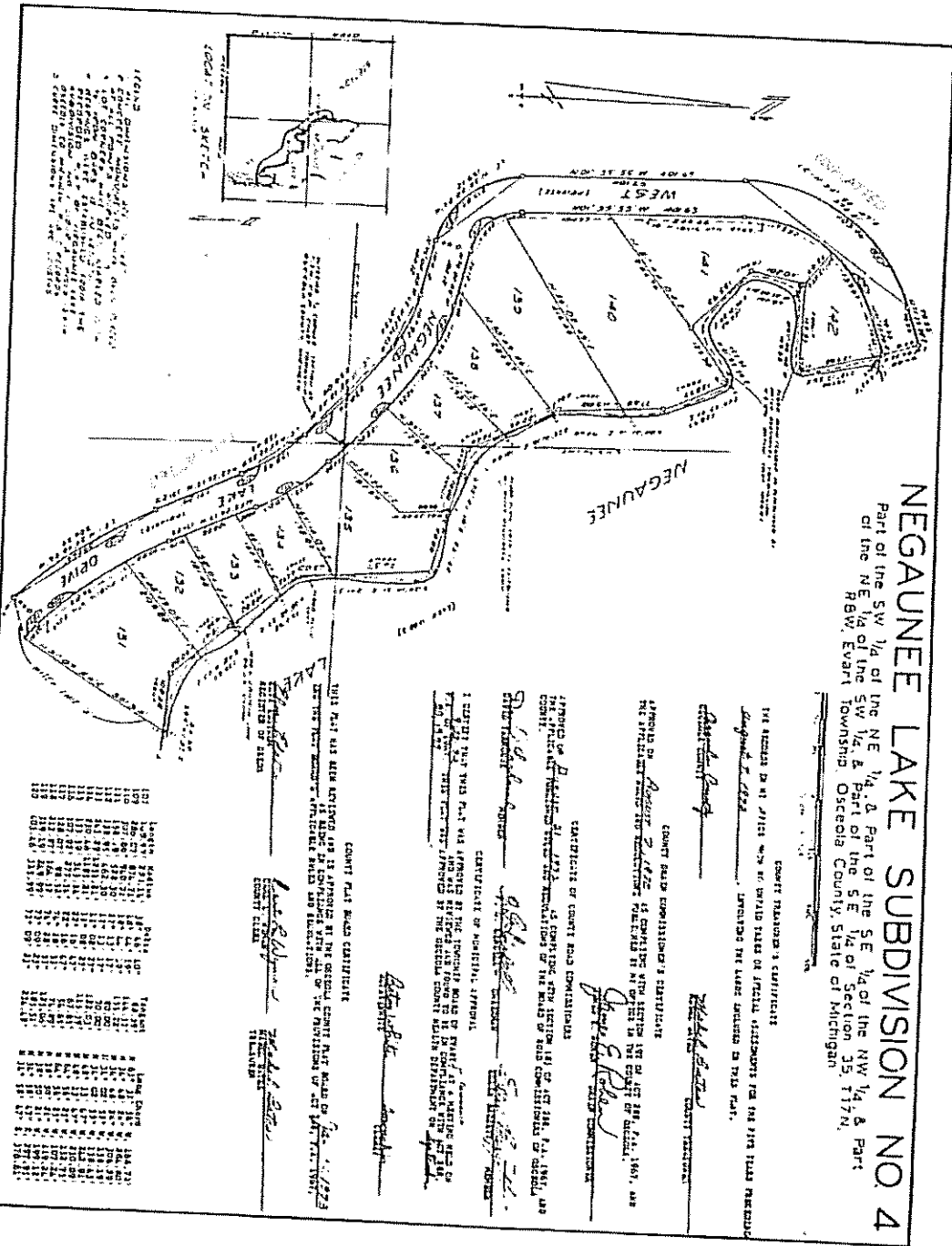
Paul D. Lapman - Registered Surveyor 5433 - Okla., Mich.

Survey 2017 - 2018

copy

NEGAUNEE LAKE SUBDIVISION NO. 4

Part of the SW 1/4 of the NE 1/4, & Part of the SE 1/4 of the NW 1/4 & Part of the NE 1/4 of the SW 1/4 & Part of the SE 1/4 of Section 35, T17N, R16W, Ewart Township, Osceola County, State of Michigan



THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1914

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1915

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1916

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1917

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1918

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1919

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1920

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1921

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1922

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1923

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1924

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1925

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1926

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1927

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1928

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1929

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1930

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1931

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1932

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1933

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1934

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1935

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1936

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1937

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1938

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1939

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1940

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1941

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1942

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1943

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1944

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1945

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1946

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1947

AND THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR OTHER LIABILITIES FOR THE YEAR 1948

1. ALL DIMENSIONS ARE IN FEET.
2. SUBJECTS MUST BE AT LEAST 5' 10" TALL.
3. TO BE ELIGIBLE, SUBJECTS MUST BE AT LEAST 17 YEARS OLD.
4. SUBJECTS MUST BE IN GOOD HEALTH AND NOT ON ANY MEDICATION.
5. SUBJECTS MUST BE IN GOOD HEALTH AND NOT ON ANY MEDICATION.
6. SUBJECTS MUST BE IN GOOD HEALTH AND NOT ON ANY MEDICATION.
7. SUBJECTS MUST BE IN GOOD HEALTH AND NOT ON ANY MEDICATION.
8. SUBJECTS MUST BE IN GOOD HEALTH AND NOT ON ANY MEDICATION.
9. SUBJECTS MUST BE IN GOOD HEALTH AND NOT ON ANY MEDICATION.
10. SUBJECTS MUST BE IN GOOD HEALTH AND NOT ON ANY MEDICATION.

Part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ & Part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ & Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ & Part of the SE $\frac{1}{4}$ of Section 35, T17N, R8W, Everl Township, Osceola County, State of Michigan

STATE OF MICHIGAN
COUNTY OF CECIL
THIS DAY WAS DEPOSITED FOR THE RECORD OF THE
CLERK OF THE COURT OF CECIL COUNTY, MICHIGAN, A
CERTIFICATE OF MARRIAGE, IN WITNESS WHEREOF, I HAVE
HEREBY SET MY HAND AND SEAL OF OFFICE, AT
CECIL, MICHIGAN, THIS 22ND DAY OF SEPTEMBER, 1922.

101

[illegible][illegible]

Received from Mary W. Matthews
 10/1/73

3457, 3458

57701

Recorded Dec. 28, 1961
 at 3:30 o'clock P.M.
 Liber 226 of Deeds
 Page 132

RESTRICTIONS and AGREEMENTS

Class Pennes
 Register of Deeds.

Respecting the use and occupancy of lands and structures on, in and about "NEGAUNEE LAKE SUBDIVISION No. 1" as recorded in Liber 3 of Plats at pages 3 and 4, in the office of the Register of Deeds for Osceola County, Michigan.

IT IS AGREED by and between the parties to the instrument to which this agreement is attached, and appended and any instrument sounding out of such instrument, that these restrictions as herein set forth shall constitute a part of such instrument or instruments, representing a contract between the parties thereto, and be a part of the considerations passing between the parties to such instrument or instruments, and shall be binding upon the heirs, representatives, executors, administrators, assigns or successors of the respective parties in such instruments or instrument.

To provide for light, ventilation, to safeguard purity of water supplies, proper sanitation, and to provide for the promotion of the health, welfare and safety, to secure safety from fire hazards, to facilitate provisions for transportation, water, sewer and other public requirements and conveniences, the following restrictions shall apply, viz:-

1. Foundations of buildings shall be such as to adequately support the buildings placed thereon.
2. Unless constructed of concrete or cinder blocks or other suitable materials, buildings shall be sided with beveled wood siding, cedar shakes, patented shakes, logs, whole, split or cored, aluminum siding (beveled), brick or stone; roofs of all buildings shall be shingled, with good grade of shingles, 3-1 asphalt, lock-on asphalt, tile, cedar shakes or shingles and to be of fire resistant material or type.
3. No dwelling, residence or cabin shall be placed closer than 5 feet from the side lines of the respective lots; an attached garage shall not be placed closer than 5 feet from the respective lot side lines; there shall be no more than one (1) cabin, dwelling, or place of residence upon each lot.
4. All buildings shall be completed on the outside within one (1) year from commencement of such building.
5. There shall be no "outside toilets;" sanitation facilities shall be those known as "inside sanitation;" all sanitation facilities or accommodations shall be such as to conform to the State of Michigan Sanitation regulations and rules, and to those of the municipality in which located; they shall also conform to those of the Michigan Department of Health, or any other regulatory body; septic tanks shall be of minimum capacity of 500 gallons, and shall be of steel or concrete with approved installation of drainage therefrom.
6. All cabins, residences or dwellings shall be of a minimum 400 square feet of living space upon the first floor thereof.
7. Any vehicle used or adapted to be used or so constructed as to permit its being used as a conveyance upon the public highway, or public streets, and duly licensable as such, either self-propelled or non-self-propelled, so designed, re-designed, constructed or re-constructed, or added to by reason of enclosed addition or room, in such manner as would permit the occupancy thereof as a dwelling, or sleeping place for one or more persons and having a foundation of wheels, jacks, skirtings or other supporting foundation, otherwise designed or adapted or re-adapted so as to use upon public streets or highways, shall be considered "House Trailer" in interpretation hereof.
8. House Trailers shall have a minimum of 300 square feet living space.
9. No building, tent, temporary structure, house, cabin or trailer, or other accommodation, permanent or temporary shall be erected, maintained, converted to or used for any commercial use; for a tavern or liquor establishment; store, shop, or other accommodation for conducting a wholesale trade or business, for hotel, restaurant, lunch room, tourist home, boarding house, motel, grocery, meat, drug, clothing, shoe store, the sale of general merchandise, sporting goods, soft drinks, novelties, post cards, boat livery, sale of bait or fishing tackle.
10. No building or other accommodation shall be used for purposes of sale or acquirement of new or used automobile parts; for automobile or machinery repair or wrecking; public garage, or gasoline filling station; dealing in junk or used materials of any kind; for rental of trailers, parking of trailers for rental purposes, erection of tents or other accommodations for rental purposes, for rental of living quarters of any description, or any other generally recognized retail or wholesale business holding itself out to the public as such.

IN INTERPRETATION and application of the provisions, restrictions and prohibitions herein, they shall be held to the minimum requirements for the protection of the health, welfare, safety, convenience and comfort of those residing in the captioned plat, providing however, the provisions of the Housing Code of the State of Michigan, or other laws and prescriptions and regulations of the State of Michigan or other regulatory body, imposing other or more restrictive provisions, rules and regulations shall govern as so imposed.

IT IS FURTHER agreed and understood that should any clause, section or provision of these Restrictions and this Agreement to be declared by the courts to be invalid, the same shall not affect the validity hereof as a whole, or any other part hereof, other than that part so declared to be invalid.

STATE OF MICHIGAN) ss. On the 23rd. day of August, 1961, before me a Notary Public and for the said County, personally appeared Elmer E. McLachlan and Evelyn F. McLachlan, husband and wife, Archie L. McLachlan, and Dorothy McLachlan, husband and wife, Edward L. Morgan and Judith Morgan husband and wife, to me known to be the same persons described in and who executed the within instrument who individually acknowledged the same to be their respective free acts and deeds.

Notary Public, Osceola County, Michigan

My commission expires Aug. 23, 1963

NEGAUNEE LAKE FARM
 Elmer E. McLachlan
 Evelyn F. McLachlan
 Archie L. McLachlan
 Dorothy McLachlan
 Edward L. Morgan
 Judith Morgan

Elmer McLachlan and Archie McLachlan and Edward Morgan, co-partners, doing business as Negaunee Lake Farm; Evelyn McLachlan, Dorothy McLachlan and Judith Morgan, wives respectively of said co-partners:

parties of the first part, in consideration of One Dollar (\$1.00), paid by the CONSUMERS POWER COMPANY, a Maine corporation, authorized to do business in Michigan, at 212 W. Michigan Avenue, Jackson, Michigan, party of the second part, the receipt of which is hereby acknowledged. GRANT and CONVEY to the party of the second part, its successors and assigns, the easement and right to erect and maintain ~~guywires and anchors~~, guy wires and anchor on, over and across the following described parcel of land in the Township of Evart, County of Osceola and the State of Michigan, to-wit:

Lots eighteen (18), twenty-six (26), twenty-nine (29), thirty-three (33), thirty-eight (38), forty-two (42) and forty-six (46) of Negaunee Lake Subdivision No.1, a subdivision located in Sections thirty-five (35) and thirty-six (36) of Township seventeen (17) North, Range eight (8) West.

The route to be taken by said ~~guywires and anchors~~, guy wires and anchor across said land being more specifically described as follows: Second party may locate guy wires and anchors running in a Northeasterly and Southwesterly direction on, over and across said above described Lots eighteen (18), twenty-six (26), thirty-eight (38), forty-two (42) and forty-six (46) on a line as heretofore located and staked; also may locate guy wires and anchors running in a Northerly and Southerly direction on, over and across said above described Lots twenty-nine (29) and thirty-three (33) on a line as heretofore located and staked.

With full right and authority to the party of the second part, its successors and assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing and maintaining such ~~guywires and anchors~~, guy wires and anchor.

WITNESS the hands and seals of the parties of the first part, this 2nd day of March, 1962.

NEGAUNEE LAKE FARM

Signed, Sealed and Delivered in Presence of

Rickey Henry
Rickey Henry
Walter Evey
Walter Evey

By: Elmer McLachlan (L.S.)
Elmer McLachlan co-partner
By: Evelyn McLachlan (L.S.)
Evelyn McLachlan
By: Archie McLachlan (L.S.)
Archie McLachlan co-partner
By: Dorothy McLachlan (L.S.)
Dorothy McLachlan
By: Edward Morgan (L.S.)
Edward Morgan co-partner
By: Judith Morgan
Judith Morgan

STATE OF MICHIGAN

ss.

County of Osceola

On this 2nd day of March, 1962, before me, a Notary Public of Gratiot County, Michigan, acting in Osceola County, personally appeared, Evelyn McLachlan, Dorothy McLachlan and

Judith Morgan

to me known to be the same person as named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Walter R. Evey
Walter R. Evey
Notary Public, Gratiot Co., Mich.

My commission expires November 27, 1963

RIGHT OF WAY

Recorded 1st day of June
A.D. 1962 at 9 o'clock A.M.
Liber 227 Page 584

Walter R. Evey
Register of Deeds

Elmer McLachlan and Archie McLachlan and Edward Morgan, co-partners doing business as Negaunee Lake Farm; Evelyn McLachlan, Dorothy McLachlan and Judith Morgan, wives respectively of said co-first parties, in consideration of One Dollar (\$ 1.00) to them partners, paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, convey and warrant to the second party, its successors and assigns, forever, the easement and right to erect, lay and maintain lines consisting of ~~XXXXX~~, poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel situate in the Township of Evart County of Oscoda and State of Michigan, to-wit:

East Negaunee Lake Drive, a private Drive in Negaunee Lake Subdivision No. 1, a subdivision located in Sections thirty-five (35) and thirty-six (36) of Township seventeen (17) North, Range eight (8) West.

The route to be taken by said lines of ~~XXXXX~~, poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate said route Easterly of and not more than ten (10) feet from the Westerly property line of said above described private Drive; Also conveying the right to erect and maintain lines of poles and wires leading laterally from said route to the East side of said Drive.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, improving, enlarging and maintaining such cables, conduits and ~~XXXXX~~, poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

WITNESS the hand 6 and seal 8 of the parties of the first part, this 2nd day of March, 1962.

Signed, Sealed and Delivered in Presence of

Rickey Henry
Rickey Henry
Walter Evey
Walter Evey

By: Elmer McLachlan NEGAUNEE LAKE FARM

Elmer McLachlan co-partner

Evelyn McLachlan (L.S.)

Evelyn McLachlan

By: Archie McLachlan (L.S.)

Archie McLachlan co-partner

Dorothy McLachlan (L.S.)

Dorothy McLachlan

By: Edward Morgan (L.S.)

Edward Morgan Copartner

Judith Morgan

STATE OF MICHIGAN)
) ss.
County of Oscoda)

on this 2nd day Judith Morgan March 1962,
before me, a Notary Public of Gratiot County,
Michigan, acting in Oscoda County, personally appeared

Evelyn McLachlan, Dorothy McLachlan and
Judith Morgan

to me known to be the same persons named in and who executed the foregoing instrument, and severally acknowledged the execution of the same to be their free act and deed.

Walter R. Evey
Walter R. Evey
Notary Public, Gratiot Co., Mich.
My commission expires November 27, 1963

The NEGAUNEE LAKE FARM a co-partnership, of Evert, Michigan,
being the present owner of the following described property in the
Township of Evert, Osceola County, Michigan, to-wit:

NEGAUNEE LAKE SUBDIVISION No. 2, and NEGAUNEE LAKE SUB-
DIVISION No. 3, Township 17 North, Range 7 West, Michigan, accord-
ing to the recorded plat thereof.

DOES HEREBY MAKE AND ESTABLISH, the following restrictions
which shall apply to and govern the use of said premises or any
portion of said premises, the erection and maintenance of buildings
hereinafter erected upon said premises, to-wit:

To provide for light, ventilation, to safeguard purity of water supplies, proper sanitation, and to provide for the pro-
motion of the health, welfare and safety, to secure safety from fire hazards, to facilitate provisions for transportation, water,
sewer and other public requirements and conveniences, the following restrictions shall apply, viz:-

1. Foundations of buildings shall be such as to adequately support the buildings placed thereon.
2. Unless constructed of concrete or cinder blocks or other suitable materials, buildings shall be sided with beveled wood
siding, cedar shakes, patented shakes, logs, whole, split or cord, aluminum siding (beveled), brick or stone; roofs of all
buildings shall be shingled with good grade of shingles, 3-1 asphalt, lock-on asphalt, tile, cedar shakes or shingles and to
be of fire resistant material or type.
3. No dwelling, residence or cabin shall be placed closer than 5 feet from the side lines of the respective lots; an attached
garage shall not be placed closer than 5 feet from the respective lot side lines; there shall be no more than one (1) cabin,
dwelling, or place of residence upon each lot.
4. All buildings shall be completed on the outside within one (1) year from commencement of such building.
5. There shall be no "outside toilets;" sanitation facilities shall be those known as "inside sanitation;" all sanitation facili-
ties or accommodations shall be such as to conform to the State of Michigan Sanitation regulations and rules, and to
those of the municipality in which located; they shall also conform to those of the Michigan Department of Health, or any
other regulatory body; septic tanks shall be of minimum capacity of 500 gallons, and shall be of steel or concrete with
approved installation of drainage therefrom.
6. All cabins, residences or dwellings shall be of a minimum 400 square feet of living space upon the first floor thereof.
7. Any vehicle used or adapted to be used or so constructed as to permit its being used as a conveyance upon the public
highway, or public streets, and duly licensable as such, either self-propelled or non-self-propelled, so designed, re-
designed, constructed or re-constructed, or added to by reason of enclosed addition or room, in such manner as would
permit the occupancy thereof as a dwelling, or sleeping place for one or more persons and having a foundation of wheels,
jacks, skirting or other supporting foundation, otherwise designed or adapted or re-adapted so as to use upon public
streets or highways, shall be considered "House Trailer" in interpretation hereof.
8. House Trailers shall have a minimum of 300 square feet living space.
9. No building, tent, temporary structure, house, cabin or trailer, or other accommodation, permanent or temporary shall
be erected, maintained, converted to or used for any commercial use; for a tavern or liquor establishment; store, shop, or
other accommodation for conducting a wholesale trade or business, for hotel, restaurant, lunch room, tourist home,
boarding house, motel, grocery, meat, drug, clothing, shoe store, the sale of general merchandise, sporting goods, soft
drinks, novelties, post cards, boat livery, sale of bait or fishing tackle.
10. No building or other accommodation shall be used for purposes of sale or acquirement of new or used automobile parts; for
automobile or machinery repair or wrecking; public garage, or gasoline filling station; dealing in junk or used materials
of any kind; for rental of trailers, parking of trailers for rental purposes, erection of tents or other accommodations for
rental purposes, for rental of living quarters of any description, or any other generally recognized retail or wholesale busi-
ness holding itself out to the public as such.

IN INTERPRETATION and application of the provisions, restrictions and prohibitions herein, they shall be held to the
minimum requirements for the protection of the health, welfare, safety, convenience and comfort of those residing in the
captioned plat, providing however, the provisions of the Housing Code of the State of Michigan, or other laws and prescrip-
tions and regulations of the State of Michigan or other regulatory body, imposing other or more restrictive provisions, rules
and regulations shall govern as so imposed.

IT IS FURTHER agreed and understood that should any clause, section or provision of these Restrictions and this
Agreement to be declared by the courts to be invalid, the same shall not affect the validity hereof as a whole, or any other
part hereof, other than that part so declared to be invalid.

IN WITNESS WHEREOF, the said NEGAUNEE LAKE FARM, by Elmer McLachlan, its attorney in
fact has hereunto set its hand and seal, this 1st day of May, 1966.

Witnessed by:

Calvin B. Talhelm
Calvin B. Talhelm
Bernice Smith
Bernice Smith

NEGAUNEE LAKE FARM
By Elmer McLachlan
Elmer McLachlan, attorney in fact

STATE OF MICHIGAN,)
COUNTY OF Osceola) ss. May 11 1966
to me known to be the same person described in and who executed the within instrument, who has
acknowledged the same to be the true act and deed of Negaunee Lake Farm

1. Drafted by:
Calvin B. Talhelm
Attorney at Law
Evert, Michigan

Calvin B. Talhelm
Notary Public,
Osceola
County, Michigan,
My commission expires April 10, 1970

RESTRICTIONS AND AGREEMENTS

Respecting the use and occupancy of the lands and structures on, in and about Naguaga Lake Subdivision No. 4.

It is agreed by and between the parties to this instrument to which this agreement is attached, and appended and any instrument sounding out of such instrument, that these restrictions as here in set forth shall constitute a part of such instrument or instruments, representing a contract between the parties thereto, and a part of the considerations passing between to such instrument or instruments, and shall be binding upon the heirs, representatives, executors, administrators, assigns or successors of the respective parties in such instrument or instruments.

To provide for light, ventilation, to safeguard purity of water supplies, proper sanitation, and to provide for the promotion of the health, welfare and safety, to secure safety from fire hazards, to facilitate provisions for transportation, water, sewer and other public requirements and conveniences, the following restrictions and agreements shall apply, viz:

1. Foundations of buildings shall be such as to adequately support the buildings placed thereon.
2. Unless constructed of concrete or cinder blocks or other suitable materials, buildings shall be sided with beveled wood siding, Cedar shakes, patented shakes, logs whole, split or cored, aluminum siding (beveled), brick or stone; roofs of all buildings shall be shingled, with good grade of shingles, 3-1 asphalt, lock on asphalt, tile, cedar shakes or shingles and to be of fire resistant materials or types.
3. No dwelling, residence or cabin shall be placed closer than 10 feet from the side lines of the respective lots; an attached garage shall not be placed closer than 10 feet from the respective lot side lines; there shall be no more than one (1) cabin, dwelling, or place of residence upon each lot.
4. All buildings shall be completed on the outside within one (1) year from the commencement of such building.
5. All cabins, residences or dwellings shall be of a minimum 700 square feet of living space upon the first floor thereof.
6. No house trailers or mobile homes shall be allowed on any lot.
7. No commercial ventures of any type shall be allowed to be conducted on any lot.
8. No construction shall be commenced without first obtaining a building permit from the Township of Evert.
9. The private abutting said property is not required to be maintained by the County of Osceola.
10. No permanent dwelling shall be placed or erected on Lots 118, 119, 120 & 131 until such time as a method of sewage disposal is developed which can be approved by the Local Health Department for these lots.
11. No construction is to begin on any lot until the building site and sewage disposal system site is approved by the local Health Department.

Restrictions and Agreements -continued

12. Any building used or capable of being used for residential purposes and occupancy within the flood plain limits for Megoanee Lake (Wilson Lake) as defined by elevation 1090.0 (U.S.G.S. datum) shall:
 - a. Have lower floors, excluding basements, a minimum of 1 foot higher than the elevation of the contour defining the flood plain limits.
 - b. Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
 - c. Have basement walls and floors; below the elevation of the contour defining the flood plain limits, water-tight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.
 - d. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
 - e. That the area defined as flood plain limits, indicated by dash line shall remain essentially in its natural state.
 - f. That it is agreed between the parties that the flood plain limits shall be that area indicated on the plat by dash lines.
 - g. That the flood plain limitations placed by statute shall run in perpetuity.
 - h. The above stated flood-plain restrictions are specifically exempted from any time limitations placed on other covenants or restrictions that may apply to this plat.
13. That these agreements and restrictions shall expire thirty years from the date of acknowledgment. Except Item 12 a-h, which cannot be amended and shall remain in effect in perpetuity.
14. In interpretation and application of the provisions, restrictions and prohibitions herein, they shall be held to the minimum requirements for the protection of the health, welfare, safety, convenience and comfort of those residing in the captioned plat, providing however, the provisions of the Housing Code of the State of Michigan, or other laws and prescriptions and regulations of the State of Michigan or other regulatory body, imposing other or more restrictive provisions, rules and regulations shall govern as so imposed.
15. It is further agreed and understood that should any clause section or provision of these Restrictions and Agreements to be declared by the courts to be invalid, the same shall not affect the validity hereof as a whole, or any other part hereof, other than that part so declared to be invalid.
16. There shall be no "outside toilets"; sanitation facilities shall be those known as "inside sanitation"; all sanitation facilities or accommodations shall be such as to conform to the State of Michigan Sanitation regulations and rules, and to those of the municipality in which located; they shall also conform to those of the Michigan Department of Health, under sewage disposal permit from the Central Michigan Health Department.

17. These restrictions and covenants may be changed with the consent of 75% of the lot owners agreeing to such change, except item 12 a-m, inclusive, which cannot be amended & shall remain in effect in perpetuity.

IN WITNESS WHEREOF we have set our hands this 15th day of September, 1972.

Ernest S. Lancaster
Ernest S. Lancaster

Mildred Lancaster
Mildred Lancaster

Doyce C. Wainick
Doyce Wainick

Negaunee Lake Farm, a Co-Partnership
By:

Elmer E. Mc Lachlan
Elmer E. Mc Lachlan
Attorney in Fact.

Witnessed by:

James L. Carr
Paul B. Lopham

ACKNOWLEDGEMENT

State of Michigan)
County of Osceola) ss

On this 15th day of September, 1972 before me appeared Elmer E. Mc Lachlan, Attorney in Fact of Negaunee Lake Farm, a Co-Partnership between Elmer E. Mc Lachlan and Evelyn F. Mc Lachlan, his wife, and Archie L. Mc Lachlan and Dorothy L. Mc Lachlan, his wife, and Edward Morgan and Judith Ann Morgan, his wife, (recorded in the Osceola County Clerk's Office No. 403) as proprietors, to me known to be the person who executed the foregoing instrument, and to me known to be such attorney in fact of said Co-Partnership, and he acknowledged that he executed the foregoing instrument as such attorney in fact and as the the free act and deed of said co-partnership, by its authority.

James L. Carr
James L. Carr
Notary Public, Osceola County, Michigan.

My commission expires: 11-8-75

ACKNOWLEDGMENT

State of Michigan)
County of WAYNE) ss

The foregoing instrument was acknowledged before me this

1972 304 PAGE 113

ARTICLES OF AGREEMENT, made and entered into this 13th day of July, 1963, BY AND BETWEEN, Russell N. McLachlan, and his wife, Rhoda E. McLachlan, and Elmer McLachlan, Archie McLachlan, and Edward Morgan, d.b.a. Negaunee Lake Farm, a co-partnership, herein-after called first parties; and the Enterprise Sportsman Club, a co-partnership of Mt. Pleasant, Michigan, hereinafter called second party,

It is agreed between the parties hereto, for and in consideration of the mutual covenants, and the sum of \$100.00 duly paid by second party, to the first parties, the receipt of which is hereby acknowledged, as follows:

1. First parties agree to furnish second party an easement or right of way for use as a roadway for the purpose of making ingress and egress to and from a road located in Plat Number Three (3) of Negaunee Lake, to the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 26, Ewart Township, Osceola County, Michigan (Township 17 North, Range 8 West, Mich).
2. Said roadway is to run from the road above described, across a portion of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 35, Township 17 North, Range 8 West, Michigan, following the present tracks of a private road to the East section line of section 35, thence North on said section line to the said SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 26.
3. Second party agrees to erect and maintain a gate at both ends of said right of way, and further agree to keep said gates closed, at such times as any of first parties may have cattle or livestock at pasture on said lands.
4. All parties agree that the location of said right of way may be changed at the option of first parties, provided that first parties construct the roadway at their own expenses, equivalent to the present roadway.
5. First parties retain the ownership of the land on which said right of way is located, second parties having the easement thereon.

IN WITNESS WHEREOF, the parties hereto have set their hands
and seals the day and year first above written.

Witnessed by:

Calvin B. Talhelm
Calvin B. Talhelm

Sterling McLachlan
Sterling McLachlan

Russell N. McLachlan
Russell N. McLachlan

Rhoda E. McLachlan
Rhoda E. McLachlan

Elmer McLachlan
Elmer McLachlan, partner

Archie McLachlan
Archie McLachlan, partner

Edward Morgan
Edward Morgan, partner

Leo F. Joslin
Leo F. Joslin, partner
Enterprise Sportsman Club

State of Michigan)
) ss
County of Osceola)

On this 13th day of July, 1963, before me, the subscriber, a
Notary Public in and for the said County, personally appeared, Russell
N. McLachlan, and wife, Rhoda E. McLachlan, Elmer McLachlan, Archie
McLachlan and Edward Morgan, d.b.a. Negaunee Lake Farm,
to me known to be the same persons described in and who executed the
within instrument, who have acknowledged the same to be their free act
and deed.

Calvin B. Talhelm
Calvin B. Talhelm
Notary Public, Osceola County, Michigan
My commission expires April 10, 1966

REGISTER'S OFFICE) Received 29th
OSCEOLA CO. MICH.) ss Day of Nov, 1976
At 9:50 A.M.
Edna C. Edstrom Register

File #24-2399
WO #
Parcel #1

LIBR 398 PAGE 380

BR 224530
REQ 167957

NEGAUNEE LAKE FARM, a co-partnership
Evart, Michigan

Grantor, in consideration of None Dollars (\$)
to him in hand paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan
Avenue, Jackson, Michigan, Grantee, the receipt of which is hereby acknowledged, Conveys
and Warrants to Grantee, its successors and assigns, Forever, the easement and right to
lay, construct, maintain, repair, remove, patrol, improve and enlarge underground cables,
conduits, wires, conductors, surface-mounted pedestals, subsurface junction vaults,
subsurface transformer vaults and transformers, together with concrete pads or other
supports therefor, and other fixtures and appurtenances for the purpose of transmitting
and distributing electricity and/or conducting a communication business on, in, under,
over, through and across the following described land, including all public highways upon
or adjacent to said land, which land is situate in the Township of Evart,
County of Osceola, and State of Michigan, to-wit:

The private 66 foot drive known as West Negaunee Lake Drive of the plat of
Negaunee Lake Subdivision #4, being a subdivision of part of the southwest one-
quarter (1/4) of the Northeast one-quarter (1/4), and part of the Southeast one-
quarter (1/4) of the Northwest one-quarter (1/4), and part of the Northeast one-
quarter (1/4) of the Southwest one-quarter (1/4), and part of the Southeast one-
quarter (1/4) of Section 35, Township 17 North, Range 8 West according to the
recorded plat thereof.

The route to be taken by said underground cables, conduits, wires and conductors on, in,
under, over, through and across said land being more specifically described as follows:

The centerline of the facilities is to be located within the limits of said
above-described West Negaunee Lake Drive.

Said surface-mounted pedestals, subsurface junction vaults, subsurface transformer
vaults, transformers, transformer pads or other supports, and other fixtures and appurte-
nances shall be constructed at such locations along said route as may be required.

Also conveying the right to trim, remove, destroy, or otherwise control any trees, roots,
brush or other vegetation which may, in the opinion of Grantee, interfere or threaten to
interfere with or be hazardous to the construction, operation and maintenance of said
facilities.

Grantor hereby agrees that no buildings or other structures will be placed over said
facilities and that no buildings or other structures will be placed within such proximity
to any of said facilities as to interfere with or, in the opinion of Grantee, threaten to
interfere with the construction, operation or maintenance of said electrical and/or
communication facilities.

Grantor covenants and agrees that the average ground elevation within 6 feet of any such
cable, conduit, wire, conductor or other underground facility will be maintained at a
level not to exceed 12 inches above or 6 inches below the level established at the time
of installation of said underground facilities. Grantor further covenants and agrees to
maintain the ground surface elevation in an area 4 feet wide around any transformer pad,
subsurface transformer, junction vault or other support at an elevation of not less than
3 inches and not more than 6 inches below the base of any transformer mounted on a pad or
other support and not more than 6 inches below the top of any subsurface transformer or
junction vault. It is further agreed that nonuse or a limited use of the easement herein
granted shall not prevent Grantee from later making use of this easement to the full
extent herein authorized.

When applicable, pronouns and relative words used herein shall be read as plural, femi-
nine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument or has caused this instrument to
be executed by its President this 4th day of August, 19 82.

WITNESSES:

Calvin B. French
Calvin B. French
Leslie French
Leslie French

NEGAUNEE LAKE FARM

a Co-Partnership

By: Elmer McLachlan
Elmer McLachlan, its Attorney in-fact

ea0782-4930a113/jan

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of Osceola) SS.

The foregoing instrument was acknowledged before me this 4th day of August, 19 82, by Elmer McLachlan, attorney in fact for
Negaunee Lake Farm, a Co-Partnership

Calvin H. Talmela Negaunee Lake Farm
a Co-Partnership
Calvin H. Talmela - Partner
Notary Public, Osceola County, Michigan
My commission expires October 2, 1985

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN)
County of _____) SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____
_____, President of _____, a _____
corporation, on behalf of the corporation.

Notary Public, _____ County, Michigan
My commission expires _____

REGISTER'S OFFICE) Received 20th
OSCEOLA CO. MICH.) SS Day Aug 19 82
At 9:00 A.M.
Elna C. Edstrom Register

LIBER 398 PAGE 381

OSCEOLA COUNTY
State of Michigan
Received For Record
June 23, 1998 at 11:40 AM.
NANCY CRAWFORD
Register of Deeds

LIBER 641 PAGE 604

PARTIAL RELEASE OF RESTRICTIONS

To Whom It May Concern:

Health Department restriction number 10 for Lots 118 and 119 as recorded in Register of Deeds Office Osceola County, liber 304, page 111 are no longer pertinent to the development of Negaunee Lake Subdivision # 04.

The Central Michigan District Health Department as the controlling authority in this matter, hereby releases restrictions for the above named lots.

The Central Michigan District Health Department.

Witness *Adith M. Gule*
AROTH M. GULE

Witness *Doug Fitzgerald*
DOUG FITZGERALD

Signature *Michael Ulrich*
Michael Ulrich, R.S.

Subscribed and sworn to before me this 22nd day of June 1998.

Sherry A. Samuel Mecosta
Notary Public, ~~Osceola~~ County
Michigan

My commission expires November 6, 1999

SHERRY A. SAMUEL
Notary Public, Mecosta County, MI
My Comm. Expires Nov. 6, 1999

This document was prepared by:

Michael Ulrich, R.S.
Central Michigan District Health Department
115 North Sears Street
Reed City, Michigan 49677

Wm. J. Crawford

Number of pages 5

BOOK 723 PAGE 566

1

RESTRICTIONS AND AGREEMENTS

Respecting the use and occupancy of the lands and structures on, in and about Negaunee Lake Subdivision.

It is agreed by and between the parties to this instrument to which this agreement is attached, and appended and any instrument sounding out of such instrument, that these restrictions as here in set forth shall constitute a part of such instrument or instruments, representing a contract between the parties thereto, and a part of the considerations passing between to such instrument or instruments, and shall be binding upon the heirs, representatives, executors, administrators, assigns or successors of the representative parties in such instrument or instruments.

To provide for light, ventilation, to safeguard purity of water supplies, proper sanitation, and to provide for the promotion of the health, welfare and safety, to secure safety from fire hazards, to facilitate provisions for transportation, water, sewer and other public requirements and conveniences, the following restrictions and agreements shall apply, viz:

1. Foundations of buildings shall be such as to adequately support the buildings placed thereon.
2. All building materials used must meet all state and local building codes.
3. No dwelling, residence or cabin shall be placed closer than five (5) feet from the side lines of the respective lots; an attached garage shall not be placed closer than five (5) feet from the respective lot side lines; there shall be no more than one (1) cabin, dwelling or place of residence upon each lot.
4. All buildings shall be completed on the outside within one (1) year from the commencement of such building.

Page 2 – Restrictions and Agreements

5. All cabins, residences or dwellings shall be of a minimum 864 square feet of living space upon the first floor thereof.
6. No house trailers, mobile homes or singlewide homes shall be allowed on any lot.
7. No buildings or other accommodation shall be used for purposes of sale or acquirement of new or used automobile parts, for automobile or machinery repair or wrecking; public garage, or gasoline filling station; dealing in junk or used materials of any kind; for rental of trailers, parking of trailers for rental purposes, erection of tents or other accommodations for rental purposes, or living quarters of any description.

It is strictly prohibited to conduct any commercial activity of any nature on or within any building of other accommodation or any lot.

8. No construction shall be commenced without first obtaining a building permit from the Osceola County.
9. The private roads abutting said property is not required to be maintained by the County of Osceola.
10. No permanent dwelling shall be placed or erected on Lots 118, 119, 120 and 131 until such time as a method of sewage disposal is developed which can be approved by The Local Health Department for these lots.
11. No construction is to begin on any lot until the building site and sewage disposal system site is approved by the local Health Department.
12. Any building used or capable of being used for residential purposes and occupancy within the flood plain limits for Negaunee Lake (Wilson Lake) as defined by elevation 1090.0 (U.S.G.S datum) shall:

BOOK 723 PAGE 567

Page 3 – Restrictions and Agreements

- a. Have lower floors, excluding basements, a minimum of 1 foot higher than the elevation of the contour defining the flood plain limits.
 - b. Have openings into the basement not lower than the elevation of the contour defining the flood plain limits.
 - c. Have basement walls and floors, below the elevation of the contour defining the flood plain limits, water-tight and reinforced to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the flood plain limits.
 - d. Be equipped with a positive means of preventing sewer backup from sewer lines and drains which serve the building.
 - e. That the area defined as flood plain limits, indicated by dash line shall remain essentially in its natural state.
 - f. That it is agreed between the parties that the flood plain limits shall be that area indicated on the plot by dash lines.
 - g. That the flood plain limitations placed by statute shall run in perpetuity.
 - h. The above stated flood-plain restrictions are specifically exempted from any time limitations placed on other covenants or restrictions that may apply to this plat.
- 3 That these agreements and restrictions shall expire thirty years from the date of acknowledgment. Except Item 12 a-H, which cannot be amended and shall remain in effect in perpetuity.

Page 4 – Restrictions and Agreements

14. In interpretation and application of the provisions, restrictions and prohibitions herein, they shall be held to the minimum requirements for the protection of the health, welfare, safety, convenience and comfort of those residing in the captioned plat, providing however, the provisions of the Housing Code of the State of Michigan, or other laws and prescriptions and regulations of the State of Michigan or other regulatory body, imposing other or more restrictive provisions, rules and regulations shall govern as so imposed.
15. It is further agreed and understood that should any clause section or provision of these Restrictions and Agreements to be declared by the courts to be invalid, the same shall not affect the validity hereof as a whole, or any other part hereof, other than that part so declared to be invalid.
16. There shall be no "outside toilets", sanitation facilities shall be those known as "inside sanitation", all sanitation facilities or accommodations shall be such as to conform to the State of Michigan Sanitation regulations and rules, and to those of the municipality in which located, they shall also conform to those of the Michigan Department of Health, under sewage disposal permit from the Central Michigan Health Department.
17. These restrictions and agreements may be changed with the consent of 75% of the lot owners agreeing to such change, except Item 12 a-h, inclusive, which cannot be amended and shall remain in effect in perpetuity.

As approved by Board of Directors
May 6, 2000

CONF 723 PAGE 569

75% of the lot owners of Negaunee Lake subdivisions 1,2,3 and 4 signed a document stating that they approved the changes shown in the preceding restrictions and agreements.

NEGAUNEE LAKE ASSOCIATION

Mary A. Holcomb
Witness Mary A. Holcomb

Robert J. Lancaster
Robert J. Lancaster - Director

Jenni Vincent
Witness Jenni Vincent

Theodore Flore
Theodore Flore - Director

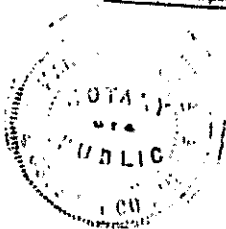
Drafted by:
Cyril Bryant
Cyril Bryant - President
251 Negaunee Lake Drive
Evanston, MI 49831

STATE OF MICHIGAN)
County of Osceola) ss.
)

On this 11th day of December 2001, before me personally appeared, Negaunee Lake Association Board members, Robert J. Lancaster, Theodore Flore, and Cyril Bryant, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

Mary A. Holcomb
Notary Public

MARY A. HOLCOMB
Notary Public, Osceola Co., MI
My Comm. Expires Jan. 23, 2003



04-17-12P03:50 RCVD

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OSCEOLA

STERLING & KAY MCLACHLAN,
Plaintiff,

HON. SCOTT P. HILL-KENNEDY
Circuit Court Judge

V

File No.: 11-12667-CH

NANCY E. CONLEY, ET AL
Defendant

JAMES R. WHITE (P34919)
Attorney for Plaintiff
WHITE LAW OFFICE, P.L.C.
116 N. Main St., P.O. Box 973
Ewart, MI 49631
(231) 734-3531

FILED
OSCEOLA COUNTY

APR 16 2012

CIRCUIT COURT
CLERK

Michael A. Figliomeni (P36206)
MCCURDY, WOLTELA & PORTEOUS
Attorneys for Defendants, Charles A. and
Donalda J. Sampson, Carol Ballard, and
Theodore and Deana M. Flore
120 West Harris Street
Cadillac, MI 49601
(231) 775 - 1391

CONSENT JUDGMENT GRANTING EASEMENT

At a session of said Court
held in the Courthouse in the
City of Reed City, State of Michigan,
on the 16th day of April, 2012

PRESENT: Honorable Ronald C. Nichols

NOW COMES, Sterling & Kay McLachlan, Plaintiffs, by and through their
attorney, James R. White; Defendants Charles A. & Donalda J. Sampson, Carol Ballard,
Theodore & Deana M. Flore, by and through their attorney, Michael A. Figliomeni, and

Defendants Eric R. Hammond, Lori A. Hammond, Cyril N. Bryant Living Trust, Charles Kage, Cynthia Kage, Edward Klein, Ann Klein, Stuart McDiarmid, Linda McDiarmid and consent to this judgment, as follows:

1. That Plaintiff commenced this action on May 10, 2011, asking the court to issue a judgment giving the Plaintiffs an access easement over the roads located in the Plat of Negaunee Lake #4, from the Plaintiff's real property to Meceola Road.
2. That Defendants, Charles Sampson, Donald J. Sampson, Carol Ballard, Theodore Flore, Deanna M. Flore, Eric R. Hammond, Lori A. Hammond, Cyril N. Bryant Living Trust, Charles Kage, Cynthia Kage, Edward Klein, Ann Klein, Stuart McDiarmid and Linda McDiarmid subsequently answered Plaintiff's complaint, asking the court to deny Plaintiff's request.
3. That all other Defendants having defaulted and defaults having been issued.
4. That the parties now desire to settle this matter.
5. That the parties own the following real property:
6. The Plaintiffs are the record owners of the following real property, located in Evert Township, Osceola County, Michigan:

The NW ¼ of the SE ¼, Section 35, T17N, R8W, EXCEPT that part of the property located in the Plat of Negaunee Lake Subdivision #4.
7. Defendant, Nancy E. Conley, is the record owner, of a life estate, and Christopher E. Conley is a future interest owner, of the following real property, located in Evert Township, Osceola County, Michigan.

Lot 115, Plat of Negaunee Lake #4
8. Defendants, Eric R. Hammond & Lori A. Hammond, are the record owners of the following real property, located in Evert Township, Osceola County, Michigan.

Lot 116, Plat of Negaunee Lake #4
9. Defendant, The Cyril N. Bryant Revocable Living Trust, is the record owner of the following real property, located in Evert Township, Osceola County, Michigan.

Lot 117, Plat of Negaunee Lake #4

10. Defendants, Michael D. Sundberg & Angela R. Sundberg, are the record owners, of a land contract vendees interest, and Edward L. Morgan & Judith A. Morgan, are the legal title owners, of the following real property, located in Evert Township, Osceola County, Michigan.

Lot 118, Plat of Negaunee Lake #4
11. Defendants, Charles Kage & Cynthia Kage, are the record owners of the following real property, located in Evert Township, Osceola County, Michigan.

Lot 119, Plat of Negaunee Lake #4
12. Defendants, Miron Stolaruk & Carlene J. Stolaruk, are the record owners of the following real property, located in Evert Township, Osceola County, Michigan.

Lots 120 & 121, Plat of Negaunee Lake #4
13. Defendants, Edward Klein & Ann Klein, are the record owners of the following real property, located in Evert Township, Osceola County, Michigan.

Lot 122, Plat of Negaunee Lake #4
14. Defendant, Carol Ballard, is the record owners of the following real property, located in Evert Township, Osceola County, Michigan.

Lots 123 & 124, Plat of Negaunee Lake #4
15. Defendants, Theodore Flore & Deana M. Flore, are the record owners of the following real property, located in Evert Township, Osceola County, Michigan.

Lot 125, Plat of Negaunee Lake #4
16. Defendants, Charles D. Hughes & Judith M. Hughes, are the record owners of the following real property, located in Evert Township, Osceola County, Michigan.

Lot 126, Plat of Negaunee Lake #4
17. Defendants, Calvin E. Dart & Beth Anne Dart, are the record owners of the following real property, located in Evert Township, Osceola County, Michigan.

Lots 127 & 128, Plat of Negaunee Lake #4
18. Defendant, Victoria Toyens, is the record owners of the following real property, located in Evert Township, Osceola County, Michigan.

Lots 129 & 130, Plat of Negunee Lake #4

19. Defendant, The Jacqueline R. Maicki Revocable Living Trust, U/A/D 11-29-06, Jacqueline R. Maicki, Trustee, is the record owner of the following real property, located in Evert Township, Oscoda County, Michigan.

Lot 131, Plat of Neegaunee Lake #4

20. Defendant, Harry W. Frederick, is the record owners of the following real property, located in Ewart Township, Osceola County, Michigan.

Lot 132, Plat of Negaunee Lake #4

21. Defendants, Edward L. Morgan & Judith A. Morgan, are the record owners of following real property, located in Evert Township, Oscola County, Michigan.

Lot 133, Plat of Nevaunce Lake #4

22. Defendant, Rosalia McKinsry, A/K/A Rosalia McLachlan is the record owner of the following real property, located in Evart Township, Osceola County, Michigan.

Lot 134, Plat of Nequamee Lake #4

23. Defendants, Stuart McDiarmid & Linda McDiarmid, are the record owners of the following real property, located in Ewart Township, Osceola County, Michigan.

Lots 135 & 136, Plat of Negaunee Lake #4

24. Defendants, Joseph Kovacic & Joanne Kovacic, are the record owners of the following real property, located in Evart Township, Osceola County, Michigan.

Lots 137 & 138, Plat of Negaunee Lake #4

25. Defendant, Paul Hamilton and Bettie Hamilton, Husband & wife, are the record owner of the following real property, located in Evart Township, Osceola County, Michigan.

Lots 139 & 140, Plat of Negaunee Lake #4

26. Defendants, Charles A. Sampson & Donald J. Sampson, are the record owners

of the following real property, located in Evert Township, Osceola County,
Michigan.

Lots 141 & 142, Plat of Negaunee Lake #4

THEREFORE, THE PARTIES CONSENT AS FOLLOWS:

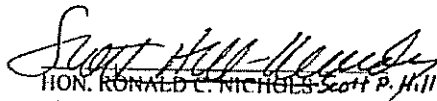
1. That the Plaintiffs, and their successors in interest, to Plaintiffs' property described in paragraph 6 above, (the Property), shall have a permanent right of access over the following described road: " West Negaunee Lake Drive" eastward to East Negaunee Lake Drive and then along East Negaunee Lake Drive, southward, to "Meccola Road," all of which are portions of private roads designated in Negaunee Lake Subdivisions No. 1 and 4 (the Easement).
2. That the Plaintiffs, and their successors in interest, shall have two access points to the Property, one being on the east end of the Property and one on the west end of the Property.
3. That the Plaintiffs, and their successors in interest, shall abide by, and the Property shall be restricted by, any recorded plat restrictions for Negaunee Lake Subdivisions No. 1 through 4.
4. The Plaintiffs, and their successors in interest, shall not subdivide the Property.
5. That the Plaintiffs, and their successors in interest, agree to contribute to road maintenance and related contributions in the same amount assessed to the other lot owners in the Negaunee Lake Association.
6. That in the event that timber is harvested on the Property, the following restrictions shall apply:
 - A. The Property will be managed as a wood lot using good forestry management practices, including adequately addressing any erosion issues that may occur.
 - B. Prior to the cutting, a performance bond shall be issued in favor of both the Plaintiffs, or their successors in interest, and the Negaunee Lake Property Owners Association. The bond shall be of an amount, satisfactory to the Association, to insure appropriate performance and maintenance or repair of the road, back to the condition prior to the timber operation.
 - C. All timber cutting shall be confined to the property and no storage or stacking of timber, or parking of large equipment, shall be allowed on the roadway. This restriction does not include motor vehicles, such as

automobiles or pickups, parked at reasonable times during any timber harvest.

7. The rights and obligations of the easement shall be perpetual and run with the land.
8. Use of the easement shall be strictly limited to residential access, with the exception of the activities listed in paragraph 6 above. Neither the Plaintiffs, nor their successors in interest, shall have rights to lake access, as a result of this Consent Judgment.
9. That in the event that any party to this litigation, including the Negaunee Lake Property Owners Association, or any lot owner in Negaunee Lake #1-4, shall file an action to enforce the terms of this Agreement, in addition to any legal or equitable relief, the prevailing party shall be entitled to actual reasonable attorney fees and costs.
10. That this judgment shall be recorded in the office of the Osceola County Register of Deeds.

This Judgment resolves the last pending claim and closes the case

Dated: 4/16/12


HON. RONALD E. NICHOLS Scott P. Hill-Kennedy
Circuit Court Judge

APPROVED AS TO FORM AND CONTENT:


DATED: 3/30/12


Sterling McLachlan, Plaintiff

DATED: 3/30/12

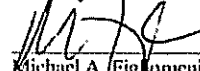

Kay McLachlan, Plaintiff

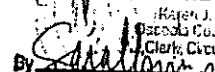

DATED: 3/30/12


James R. White
Attorney for Plaintiffs


A certified Copy of the Original on file in the
Clerk's Office. Witness my hand and seal of
office at this day of April 2012


DATED: 4/2/12


Michael A. Figliomeni
Attorney for Defendants, Charles A. &
Donalda J. Sampson, Carol Ballard, and
Theodore & Danna M. Flore


Karen J. Sampson
Osceola County Clerk, Circuit Court
By  Deputy

DATED: 4/2/12

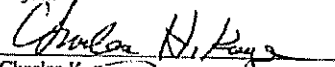

Eric R. Hammond, Defendant

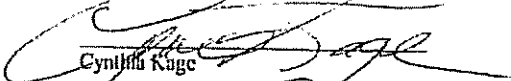
 Acting under
Power of Attorney
Lori A. Hammond, Defendant

DATED: 4-2-2012


Cyril N. Bryant Living Trust, by Cyril N.
Bryant

DATED: 4/2/12


Charles Kage

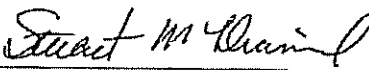

Cynthia Kage

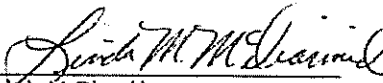
DATED: 4/2/12


Edward Klein

 ACTING under
Power of Attorney
Ann Klein

DATED: 4/2/12


Stuart McDiarmid


Linda McDiarmid